

EQUIPMENT
BACKHOE/LOADERS

(No PIN Project)

Region 5

2010

MAINTENANCE & OPERATIONS

STATE PROJECT

BIDDING INSTRUCTIONS

1. Complete the bid forms with pen and ink.
2. The following are to be completed and returned with the bid:
 - a. A copy of the Notice to Contractors
 - b. the completed Acknowledgement of Bid Amendments form
 - c. the completed Schedule of Items
 - d. two (2) copies of the completed and signed Contract Agreement, Offer & Award form
 - e. The completed Contractor Information Sheet
 - f. Any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening
3. For security and other reasons, all Bid Packages which are mailed or delivered, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:
 - Bid Enclosed - Do Not Open
 - Title:
 - Town:
 - Date of Bid Opening:
 - Name of Contractor with mailing address and telephone number:

In Addition to the usual address information, the *Outer Envelope* should have written or typed on it:

- Double Envelope: Bid Enclosed
- Title:
- Town:
- Date of Bid Opening:
- Name of Contractor:

Hand-carried Bids may be in one envelope, and should be marked with the following information:

- Bid Enclosed: Do Not Open
- Title:
- Town:
- Name of Contractor:

4. If a paper Bid is to be hand carried, deliver directly to the Reception Desk using the "Public Entrance" which is located on the Capitol Street side of the DOT Headquarters Building in Augusta. If a paper Bid is to be sent express, Federal Express overnight delivery is suggested as the package is delivered directly to the DOT Headquarters Building, Mailroom, in Augusta located at 24 Child Street in Augusta. Other means, such as U.S. Postal's Service Express Mail has proven not to be reliable. If a paper bid is to be mailed, the mailing address is Maine Department of Transportation, 24 Child Street, 16 State House Station, Augusta, ME 04333-0016.
5. If you need further information regarding Bid preparation, call the DOT Contracts Section at (207) 624-3410. For complete bidding requirements, refer to Section 102 of the Maine Department of Transportation, Standard Specification, Revision of December 2002.

January 30, 2004
Supercedes February 11, 2003

NOTICE

The Maine Department of Transportation is attempting to improve the way Bid Amendments/Addendums are handled, and allow for an electronic downloading of bid packages from our website, while continuing to maintain a planholders list.

Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments, must provide an email address to Diane Barnes or Mike Babb at the MDOT Contracts mailbox at: MDOT.contracts@maine.gov. Each bid package will require a separate request.

Additionally, interested parties will be responsible for reviewing and retrieving the Bid Amendments in their bids using the Acknowledgement of bid Amendment Form.

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via <http://www.BIDX.com>. For information on electronic bidding contact Larry Childs at Larry.Childs@maine.gov.

NOTICE

Bidders:

Please use the attached “Request for Information” form when faxing questions and comments concerning specific Contracts that have been Advertised for Bid. Include additional numbered pages as required. Questions are to be faxed to the number listed in the Notice to Contractors. This is the only allowable mechanism for answering Project specific questions. Maine DOT will not be bound to any answers to Project specific questions received during the Bidding phase through other processes.

REQUEST FOR INFORMATION

Vendor Registration

Prospective Bidders must register as a vendor with the Department of Administrative & Financial Services if the vendor is awarded a contract. Vendors will not be able to receive payment without first being registered. Vendors/Contractors will find information and register through the following link –

<http://www.maine.gov/purchases/vendorinfo/vss.htm> .

CONTRACTOR INFORMATION

(Date)

(Signature)

(Name and Title Printed)

(Contractor Name)

Vendor Customer Number

Mailing Address:

Street/PO Box City State Zip

phone fax email

Sole Proprietorship - Partnership - (circle one)

Corporation – Company - Association - Estate - (circle one)

STATE OF MAINE DEPARTMENT OF TRANSPORTATION NOTICE TO CONTRACTORS

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "**Bids for Backhoe/Loaders**" will be received from contractors at the Reception Desk, Maine DOT Building, Capitol Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on **May 26, 2010**, and at that time and place publicly opened and read.

Description: Backhoe/Loaders

Location: Region 5– Northern

Outline of Work: Supply Backhoe/Loaders in Region 5

For general information regarding Bidding and Contracting procedures, contact Scott Bickford at (207)624-3410. Our webpage at http://www.maine.gov/mdot/contractor-consultant-information/contractor_cons.php contains a copy of the schedule of items, Plan Holders List, written portions of bid amendments (not drawings), and bid results. For Project-specific information fax all questions to **Gail MacMunn** at (207)624-3431. Questions received after 12:00 noon of Friday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. Hearing impaired persons may call the Telecommunication Device for the Deaf at 888-516-9364.

There will be no Bid Bond, Performance or Payment Bond or Insurance required.

Bid proposal packages are available at <http://www.maine.gov/mdot/comprehensive-list-projects/project-information.php> and may also be obtained at no cost from the Department at the MaineDOT building in Augusta, Maine or by telephone at 207-624-3536 between the hours of 8:00 A.M. and 4:30 P.M.

Each Bid must be made upon blank forms provided by the Department.

This Contract is subject to all applicable Federal Laws.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002", price \$10 [\$13 by mail], and Standard Details, Revision of December 2002, price \$20 [\$25 by mail]. Standard Detail updates can be found at http://www.maine.gov/mdot/contractor-consultant-information/contractor_cons.php

The right is hereby reserved to the MDOT to reject any or all bids.

Augusta, Maine
May 5, 2010



Rhonda Fletcher
Assistant Director
Maintenance & Operations

SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at <http://www.maine.gov/mdot/comprehensive-list-projects/project-information.php>. It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into their Bid Package, and to reference the Amendment number and the date on the form below. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening without individually notifying all the planholders.

Amendment Number	Date

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package.

CONTRACTOR

Date

Signature of authorized representative

(Name and Title Printed)

**Maine DOT
SCHEDULE OF ITEMS
BID PAGE
Backhoe/Loaders**

Region 5 Northern: July 1, 2010 thru June 30, 2011

Description	Approx. Quantity & Units	Unit Price per Month		Bid Amount
Backhoe / Loader	12 months	\$		\$
Backhoe / Loader	12 months	\$		\$
Backhoe / Loader	12 months	\$		\$

TOTAL REGION 5: \$_____

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and
(“Contractor”)

a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business located at _____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the “Contract”), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **Backhoe/Loaders in Region 5**, in the State of Maine. The Work includes equipment for use in construction and maintenance as provided in the Contract, providing preventative maintenance on a scheduled basis, service calls when needed and other incidental work.

The Contractor shall be responsible for furnishing all equipment, tools supplies, service personnel, permanent materials and temporary materials required to perform the Work indicated in the Contract, all required documentation and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except repair work, on or before **June 30, 2011**.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and that the amount of this offer is

\$_____.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Division 100 of the Standard Specifications, Revision of December 2002, Supplemental Specifications, Special Provisions and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the Division 100 of the Standard Specifications Revision of December 2002, Supplemental Specifications, Special Provisions and Contract Agreement contained herein for: **Backhoe/Loaders in Region 5**, State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the equipment, tools, supplies, service personnel, permanent materials and temporary materials required to perform the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Department, and to accept as full compensation the amount determined as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: To begin the Work as stated the Special Provisions of this Contract.

Third: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Fourth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Rhonda Fletcher, Assistant Director
Bureau of Maintenance and Operations

Witness

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and
(“Contractor”)

a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business located at _____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the “Contract”), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **Backhoe/Loaders in Region 5**, in the State of Maine. The Work includes equipment for use in construction and maintenance as provided in the Contract, providing preventative maintenance on a scheduled basis, service calls when needed and other incidental work.

The Contractor shall be responsible for furnishing all equipment, tools supplies, service personnel, permanent materials and temporary materials required to perform the Work indicated in the Contract, all required documentation and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except repair work, on or before **June 30, 2011**.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and that the amount of this offer is

\$_____.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Division 100 of the Standard Specifications, Revision of December 2002, Supplemental Specifications, Special Provisions and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the Division 100 of the Standard Specifications Revision of December 2002, Supplemental Specifications, Special Provisions and Contract Agreement contained herein for: **Backhoe/Loaders in Region 5**, State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the equipment, tools, supplies, service personnel, permanent materials and temporary materials required to perform the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Department, and to accept as full compensation the amount determined as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: To begin the Work as stated the Special Provisions of this Contract.

Third: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Fourth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Rhonda Fletcher, Assistant Director
Bureau of Maintenance and Operations

Witness

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

(Name of the firm bidding the job)
a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business located at _____
(address of the firm bidding the job)

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **Backhoe/Loaders in Region 5**, in the State of Maine. The Work includes equipment for use in construction and maintenance as provided in the Contract, providing preventative maintenance on a scheduled basis, service calls when needed and other incidental work.

The Contractor shall be responsible for furnishing all equipment, tools supplies, service personnel, permanent materials and temporary materials required to perform the Work indicated in the Contract, all required documentation and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **June 30, 2011**.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and that the amount of this offer is

(Place bid here in alphabetical form such as One Hundred and Two dollars and 10 cents)

\$ (repeat bid here in numerical terms, such as \$102.10).

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Division 100 of the Standard Specifications, Revision of December 2002, Supplemental Specifications, Special Provisions and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the Division 100 of the Standard Specifications Revision of December 2002, Supplemental Specifications, Special Provisions and Contract Agreement contained herein for: **Backhoe/Loaders in Region 5**, State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the equipment, tools, supplies, service personnel, permanent materials and temporary materials required to perform the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Department, and to accept as full compensation the amount determined as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: To begin the Work as stated the Special Provisions of this Contract.

Third: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Fourth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

(Sign Here)

(Signature of Legally Authorized Representative
of the Contractor)

Date

(Witness Sign Here)

(Print Name Here)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Rhonda Fletcher, Assistant Director
Bureau of Maintenance and Operations

Witness

SPECIAL PROVISIONS

Backhoe / Loaders

Region 5

This work consists of providing all equipment, preventative maintenance on a scheduled basis and service calls when needed.

The equipment specifications and terms are as follows:

The machines will weigh not less than 19,500 pounds and not more than 26,000 pounds.

The backhoe will be no older than two years nor have more than 1600 hours at time of initial delivery.

Each machine will be four wheel drive.

Each machine will come equipped with pilot controls.

Each machine will come with an extendable dipperstick.

Each machine will come with a Jaw digging bucket.

Each machine will come with a quick change digging and ditching/clean up bucket.

Each machine will come with a wrist action adapter.

Front bucket capacity shall be no less than 1.8 cu. Yd.

Two machines will come equipped with adaptable pallet forks.

Each machine will have air conditioning.

Each machine will have exterior cab rear view mirrors.

Each machine will have windshield washer.

Each machine will come with a valid State of Maine inspection sticker good through the term of the rental.

The Contractor will do all scheduled maintenance and service.

The Department will provide the following:

Registration and insurance.

Daily fuel, oil and grease.

The Contractor will furnish the specified backhoe/loaders for the dates specified below:

3 backhoe/loaders - 7/1/2010 thru 6/30/2011

SPECIAL PROVISIONS

Backhoe/Loaders Region 5

The Department reserves the right, at any time of delivery, to inspect the equipment and reject because of condition. In the case of repetitive breakdowns, the Contractor will have the option to replace the machine with another unit.

If a piece of equipment is unable to run, is unsafe to operate or should not be run as determined by the Department, the Contractor will make sufficient repairs within three working days of the initial call by the Department to enable the equipment to operate safely. For a piece of equipment requiring repairs due to normal operation and unable to operate safely more than 6 working days in a month, the Contractor may furnish a replacement or the Department will receive a credit. The credit will be deducted from the monthly rental for the number of days, in excess of six, that the piece of equipment was unable or unsafe to operate computed at the unit price given in the Schedule of Items calculated daily on the basis of a 30 day month.

Backhoe/Loaders will be measured per machine by the month. The first eight service calls are included and will be considered incidental and will not be paid separately. Scheduled maintenance and repairs will be considered incidental and will not be paid separately. The quantities of Backhoe/Loaders will be paid for at the contract unit price per month for each piece of equipment. The Contractor accepts such payment as full and complete compensation for all labor, equipment, material and incidentals necessary to perform the work in accordance with these specifications. The Department may increase or decrease Pay Item quantities from the estimated quantities shown in the Bid Documents, and such increase or decrease shall not be considered Extra Work. In the event that the Department determines that a piece of equipment is to be returned early or the time extended, the adjusted price will be the unit price given in the Schedule of Items calculated monthly or weekly on the basis of a four week month. If the Contractor delivers a piece of equipment later than the scheduled date, the Department at its choice may extend the completion date to get the full period or reduce payment by the time not in possession. If the Contractor fails to pick up a piece of equipment as scheduled, the additional time will not be measured for payment.

The contractor shall deliver the equipment to Region 5 Northern Region and pick the equipment up from the Northern Region. The Contractor shall contact MaineDOT, Keith Richards, Region 5, 207-764-2060 or cell phone 207-215-3712 a minimum of two days prior to delivery for delivery coordination. The Contractor shall deliver the materials only during the following times: Monday through Friday, 7:00 AM through 3:30 PM except for they may not deliver on holidays nor government closure days which include but may not be limited to July 2, 2010, August 6, 2010, September 3, 2010, October 8, 2010, December 23, 2010, January 14, 2011, February 22, 2011, March 18, 2011, April 19, 2011 and May 27, 2011.

The Department will pay for Extra Work such as damage repair or additional service calls by written Contract Modification in accordance with Section 109.7 Equitable Adjustments to Compensation and 109.8 Contract Modification.

SPECIAL PROVISION
SECTION 108
PAYMENT
(Payment and Invoices)

Payment and Invoices The Department will pay the Contractor monthly for the previous month and at the completion and final acceptance of the work: Invoices will be submitted to the appropriate Region Office as described below.

Invoices shall be submitted by the Contractor to the Department for payment. Invoices shall include the following minimum information:

Contractor Name, Address & Contract Number
Invoice Date & Number
Billing Period - Start Date and End Date
Dept. & Location of Equipment
Equipment Description & Serial Number
Unit cost for each unit at the Unit Prices contained in the Contractor's Bid or as
adjusted for a portion of a month in accordance with this contract
Extra Work such as damage repair or additional service calls agreed to by written
Contract Modification
Total amount due

The Department will pay based upon the invoices provided. Invoices shall not be submitted for multiple regions or multiple contracts. The Department may request that the Contractor submit backup documentation including copies of receipts, invoices, and itemized payments to Subcontractors. No such payment will be made if, in the judgment of the Department, the Work is not in accordance with the provisions of the Contract. The Contractor agrees to waive all claims related to the timing and amount of such estimates.

The Acceptance by the Contractor of the final payment, as evidenced by cashing of the final payment check, constitutes a release to the Department from all claims and liability under the Contract. Upon Final Acceptance, the Contractor is released from further obligation, except for warranty obligations provided for in this Contract.

Payments to the Contractor shall be full compensation for furnishing all labor, Equipment, Materials, services, and Incidentals used to perform all Work under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of any kind arising from the nature or prosecution of the Work.

No payments due the Contractor will be adjusted for inflation. No interest shall be due and payable on any payment due the Contractor.

The Department may withhold payments claimed by the Contractor on account of:

- A. Incomplete, Inaccurate or Incorrect Invoices
- B. Repetitive Breakdowns
- C. Equipment rejected due to condition
- D. Damage to a third party,
- E. Claims filed or reasonable evidence indicating probable filing of claims,
- F. Failure of the Contractor to make payments to Subcontractors or for Materials or labor,
- G. Regulatory non-compliance or enforcement,
- H. All other causes that the Department reasonably determines negatively affect the State's interest.

SPECIAL PROVISIONS
SPECIAL PROVISIONS SECTION 102
BIDDING

102.1.1 Basic Requirements Change the first sentence from: "... (A) comply with the Prequalification Procedure adopted by the department, (B) not have been debarred or suspended from Bidding, and (C) not be in Default with respect to any outstanding Contract with the Department..." to "(A) not have been debarred or suspended from Bidding, and (B) not be in Default with respect to any outstanding Contract with the Department..."

102.6 Bid Guaranty Delete the entire section 102.6

102.7.1 Location and Time Add the following sentence "As a minimum. The Bidder will submit a bid Package consisting of the Notice to Contractors, the complete Acknowledgement of Bid Amendment form, the completed Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form and any Certifications or Bid Requirements listed in the Bid Book.

102.11.1 Non-curable Bid Defects Replace E. with "E. The unit price and bid amount is not provided or a lump sum price is not provided or is illegible as determined by the Department."

SPECIAL PROVISIONS SECTION 103
AWARD AND CONTRACTING

103.3.1 Notice and Information Gathering Change the first paragraph to read as follows: "After Bid Opening and as a condition for Award of a Contract, the Department may require an Apparent Successful Bidder to demonstrate to the Department's satisfaction that the Bidder is responsible and qualified to perform the Work".

Delete the entire section 103.4 Notice of Award and replace with the following:

The Department has 30 days following the Bid Opening to notify the contractor of intent to Award and request Insurance Certificates. Once these pre-execution conditions are met, the Department will execute the Contract and notify the Contractor.

130.5.1 Performance and Payment Bonds Delete the entire section 103.5.1

103.5.4 Execution of Contract By Bidder Delete the entire section and replace with the following:

The properly completed and signed Contract Agreement, Offer, & Award form provided with the Bid constitutes the Bidder's offer. Once the department has received the certificates of insurance, and any

other pre-award items required, the Department will sign the Contract Agreement, Offer, & Award form and execute the Contract. The point of Contract execution is when the Contractor receives the Notice of Award.

Region 5
Backhoe/Loaders
December 26, 2008

SPECIAL PROVISION SECTION 109 **CHANGES**

109.1.2 Substantial Changes to Major Items Delete the entire section.

109.2 Elimination of Items Delete the entire section.